Medicare Supplement / Medigap

The following standard is provided to assist the insurer in submitting a filing. This is a brief synopsis and not intended to be all-inclusive or contain all requirements or exceptions. All references should be reviewed for compliance. References beginning with "31A" refer to Utah Code Annotated (U.C.A.) and those beginning with "R590" refer to department rules under Utah Administrative Code (U.A.C.). As required by U.C.A. § 31A-21-201(2), the insurer is responsible for assuring that all filings submitted are in compliance. Filings found to be out of compliance may be referred to our Market Conduct Division for review and possible action.

Filing

Subject	I	G	Citation	Description
Confidentiality / Classification of Documents	X	X	63G-2-309 R590-220-16	An issuer may consider some of the information filed to be privileged, proprietary, or confidential. A request shall be submitted for protection classification that complies with Section 63G-2-305 when the filing is submitted.
Filing Submission	X	X	31A-21-201 R590-220 R590-146 31A-22-620	A licensee and filer are responsible for assuring that a filing, as defined in R590-220-4(10), is in compliance with Utah laws and rules. Non-compliant filings will be rejected and not considered filed with the department.
Form Number	X	X	R590-220-7(1)(b)	Each form must be clearly identified by a unique form number, and the form number shall not be variable.
Variability	X	X	R590-220-6(4)(f) R590-220-7	All variable data must be bracketed and with an explanation, either by imbedding in the form, or by a separate form identified by its own unique form number and edition date. Changes to the variable data must be refiled prior to use. Blank spaces must be completed in John Doe fashion.

General

Subject	I	G	Citation	Description
Age			31A-22-613	If age is used as a determining factor affecting premium or coverage it must be disclosed.
Application	X	X	31A-21-201(3)(a)(iii) R590-220-7(2) R590-146-18	The application must conspicuously provide the insurers exact name and domicile state. Questions and required statements must be in compliance.
Arbitration	X	X	31A-21-313 & 314 R590-122	If included, a permissible arbitration provision shall be properly disclosed in the policy, certificate, application, and enrollment forms. It may not deprive Utah courts of jurisdiction over an action against an insurer. Permissible: -Optional binding arbitration at the exclusive election of an insured party. -Both compulsory and optional binding arbitration at the election of either the insured or the insurer. NOT permissible: -Compulsory non-binding arbitration
Cancellation, Renewability, and Termination	X	X	R590-146-8a.A.(5)	Each Medicare supplement policy shall be guaranteed renewable. It may not be cancelled or non-renewed for any reason other than nonpayment of premium or material misrepresentation. If the Medicare supplement policy is terminated by the group policyholder, specific requirements must be adhered to to be in compliance. Compliance with specific requirements is required if the group policyholder terminates the Medicare supplement policy. or we could say: Adherence to specific requirements is required if the group policyholder terminates the Medicare supplement policy.
Certificate		X	31A-21-311	The certificate shall contain a summary of all the benefits, exclusions and limitations, and any rights of conversion.
Claim Settlement	X	X	31A-26-301.6 R590-192 R590-146-13	Provide fair and rapid settlement of claims and protection of claimants from unfair claims settlement practices. Interest must be paid when claim is not paid timely.
Company Name	X	X	31A-21-201, 301 & 311	The exact name of the insurer and its state of domicile must appear conspicuously in the policy, certificate, application, and any other applicable forms. Variability is not permitted.
Definitions	X	X	31A-1-301 31A-22-620 R590-146(4), (5)	Forms must comply with these definitions, the Uniform Glossary, and any others as applicable.
Discretionary Clauses		X	R590-218 Bulletin 2002-7	Reservation of discretion clauses are strictly prohibited unless they are associated with an ERISA plan. If the forms contain a reservation of discretion clause, the disclosure language shall be substantially similar to that found in code.
Endorsement or Rider	X	X	31A-21-106 R590-146-17(2)	A contract may not be modified unless it is in writing and requires a signed acceptance by the policyholder. If additional premiums are charged for endorsement benefits, the premium shall be disclosed on the policy or certificate.

I = Individual and Non-Employer Group, G = Employer Group

Examination Period	X	X	31A-22-620(6) R590-146-17.A.(5)	Required notice stating the timeframe and right to return a policy for any reason.
Felony, Riot, Insurrection or Illegal Activities	X	X	31A-21-201	May exclude losses resulting from an insured's voluntary participation in a felony, riot, insurrection, or similar act.
Grace Period	X	X	31A-22-607	Policies shall provide a grace period. An in-force policy cannot be terminated prior to the end of the grace period. Group policies must provide a 30 day grace period and remain in-force.
Incontestability	X	X	31A-22-609	Only a fraudulent misstatement regarding insurability is a basis for avoidance after coverage has been in effect for two years.
Incorporation by Reference	X	X	31A-21-106 Bulletin 94-1	A form may not incorporate any provision not fully disclosed, unless citing a federal or state law, rule, or public directive.
Jurisdiction	X	X	31A-21-314	Policy cannot contain any provision requiring it to be construed according to the laws of another jurisdiction, or deny Utah courts jurisdiction.
Limitation of Actions	X	X	31A-21-313	No action may be brought against an insurer until the earlier of: 60 days after proof of loss, waiver by the insurer of proof of loss, or the insurer's denial of full payment, and shall commence within three years after the inception of the loss.
Limitations or Exclusions	X	X	31A-21-201 R590-146-6	Forms shall not limit or exclude coverage or benefits more restrictively than Medicare.
Nondiscrimination Among Health Care Professionals	X	X	31A-22-618	No insurer may unfairly discriminate against any licensed class of health care providers by structuring contract exclusions that exclude payment of benefits for the treatment of any illness, injury, or condition by any licensed class of health care providers when the treatment is within the scope of the licensee's practice.
Notice and Proof of Loss	X	X	31A-21-312 Bulletin 87-6	Proof of loss provision must allow the insured or claimant to file the notice and/or proof of loss as soon as reasonably possible. Failure to give any notice or file any proof of loss within the time specified neither invalidates a claim nor does it bar recovery under the policy.
Notice of Termination		X	31A-22-716	Every policy shall include a provision that obligates the policyholder to give 30 days prior written notice to each member.
Outline of Coverage	X	X	R590-146-17.D	The required content and format of the policy summary.
Overpayment / Payment Recovery	X	X	31A-26-301.6(14) 31A-21-108 R590-131-8.D & F	Recovery of an amount improperly paid to a provider or insured shall be in accordance with the timeframes outlined under law and pursuant to the subrogation and right of recovery provisions.
Physical Exam	X	X	31A-21-201	If an insurer requires a physical exam, the insurer must pay for such exam.
Premium Change	X	X	R590-146-17(B)	Notice of premium change must be given to policyholder in advance, pursuant to code.
Reinstatement	X		31A-22-608	Required reinstatement provision.
Return of Premium	X	X	31A-21-302 31A-21-315	Any excess premium must be returned and does not have to be requested.

Specific

Subject	I	G	Citation	Description
Emergency Services	X	X	31A-22-627	Definition of "Emergency Medical Condition" and coverage requirements.

Specific-Modernized

Subject	I	G	Citation	Description
Benefit Standards	X	X	R590-146-8a	All forms shall comply with the required standards.
Disclosure	X	X	R590-146-17 R590-146-20(A)(3)	Required disclosure or notice.
Modernized Plans	X	X	R590-146-9a	An issuer may offer any other Medicare Supplement Insurance Benefit Plans in addition to, but not in lieu of, the basic core package.
Policy Provisions	X	X	R590-146-6.B R590-146-6.C	No policy or certificate shall duplicate benefits provided by Medicare, nor use waivers to exclude, limit or reduce coverage or benefits for specifically named or described preexisting conditions.
Preexisting Conditions	X	X	R590-146-8a.A.(1)	A preexisting condition shall not be defined more restrictively than disclosed in statue and within the outlined time frames. Limitations for preexisting shall appear as a separate statement in the form.
Replacement Requirements	X	X	R590-146-18 and 23	Requirements and provisions for replacing existing coverage.
Spouse Rights	X	X	R590-146-8a.A.(4)	Applicable provisions for a spouse.

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Rating

Subject	I	G	Citation	Description
Requirements	X	X	R590-85 R590-146-14	All rate filings must contain -Utah and nationwide experience -Current rates and proposed rates -Prior rate related SERFF tracking numbers -Average annual premium per policy -Other information as required in the code

Reporting

Subject	I	G	Citation	Description
Plan of Orderly Withdrawal	X	X	31A-4-115	Prior to withdrawing from offering a line of insurance, a carrier must provide: -a notice of discontinuance at least 180 days prior to discontinuance to affected insureds, and -a request in writing, at least 30 working days prior to the 180 day requirement, for approval by the commissioner.
Required Reports	X	X	R590-146-14.B R590-146-14.C R590-146-22	Annual reports based on timelines outlined.